

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into on September 26, 2019 by and between Dr. Anna F. Hunderfund ("Hunderfund"), and the Board of Education of the Locust Valley Central School District (hereinafter, the "Board" or the "District") (collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, the District employed Hunderfund as the Superintendent of Schools pursuant to an Employment Agreement dated July 12, 2016, as amended on July 1, 2017, July 10, 2018 and March 22, 2018 (the "Employment Agreement");

WHEREAS, on or about January 18, 2019, the Board placed Hunderfund on paid administrative leave;

WHEREAS, on or about March 18, 2019 and continuing through and including the date hereof, Hunderfund and the Board made various allegations, claims and charges as to each other's acts; and

WHEREAS, Hunderfund has denied any wrongdoing or impropriety and the District has similarly denied any wrongdoing or impropriety; and

WHEREAS, the Parties now desire to settle fully and finally all claims and possible claims that Hunderfund had, has or may have had against the Board without any finding of fact or admission of liability, wrongdoing or fault.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the Parties agree as follows:

1. The Parties do not admit, and specifically deny any liability, wrongdoing or violation of any law, statute, regulation, agreement or policy, and are entering into this Agreement solely for the purposes of (a) amicably resolving any and all matters in controversy, disputes, causes of action, claims, contentions and differences of any kind whatsoever between Hunderfund, the Board, the Locust Valley Central School District and the former President of the Board; and (b) avoiding the attorneys' fees and other expenses that will result from continued litigation. No findings of any kind have been made or issued by any mediator, arbitrator, administrative agency or court of law, and the Parties acknowledge that Hunderfund is not a prevailing party in any action which she has filed against the Board or in any action or putative action which may have been filed against her.
2. Hunderfund hereby agrees to retire from her position as the Superintendent of Schools effective June 30, 2020. From October 1, 2019, through and including June 30, 2020, Hunderfund shall be on an authorized paid leave of absence. On or about October 11, 2019, the District shall announce Hunderfund's retirement by publishing the statement attached hereto as Exhibit A on the District's website for a period of one month and disseminating such statement through the District's customary public relations and communication channels.
3. In exchange for the promises set forth in this Agreement and providing the Agreement becomes effective, the District shall pay to Hunderfund the gross sum of Six Hundred Thousand Dollars (\$600,000) (the "Settlement Amount") as follows:

- a. Salary continuation through and including June 30, 2020, totaling gross payments of \$268,106.22, less taxes and other withholding amounts, as required by law. These payments shall be made in accordance with the District's regular payroll practices.
- b. Payment for all accrued, unused vacation, sick and personal time, totaling the gross amount of \$283,001.20, payable as follows:
 1. On or before December 31, 2019, a single lump sum contribution of \$37,000 to Hunderfund's 403(b) Tax-Sheltered Annuity Plan.
 2. On or before January 31, 2020, a single lump sum contribution of \$62,000 (the maximum permitted by federal statute) to Hunderfund's 403(b) Tax Sheltered Annuity Plan.
 3. A check in the gross amount of One Hundred Eighty Four Thousand and One Dollars and Twenty Cents (\$184,001.20), less applicable taxes and other withholding amounts pursuant to IRS Publication 15 and NYS-50-T-NYS for "supplemental wages." Such payment shall be made by check made payable to Hunderfund on or before June 30, 2020.
- c. A check in the gross amount of Forty Eight Thousand Eight Hundred Ninety Two Dollars and Fifty Eight Cents (\$48,892.58), less applicable taxes and other withholding amounts pursuant to IRS Publication 15 and NYS-50-T-NYS for "supplemental wages." Such payment shall be made by check made payable to Hunderfund on or before March 31, 2020.

Hunderfund shall receive a Form W-2 reflecting all payments.

4. Hunderfund's employee benefits (including dental insurance, eye care and vision insurance, long term disability insurance, 403B, and life insurance) shall continue through and including June 30, 2020. Thereafter, Hunderfund shall be eligible for the retiree health benefits set forth in her Employment Agreement, as amended. During Hunderfund's administrative leave,

the District will provide her with all notifications about benefits via email

[REDACTED] at least ten (10) business days in advance of any required deadline.

5. In exchange for the promises set forth in this Agreement, Hunderfund, on behalf of her (and her heirs, successors and assigns), shall release the District, and any and all of its past or present Board Members, officers, administrators, attorneys, employees, agents, successors and assigns, insurers, co-insurers, attorneys and legal representatives, jointly and individually, in their official and individual capacities (collectively, the "Releasees"), from any and all legal, equitable or other claims, counterclaims, demands, setoffs, defenses, contracts, accounts, suits, debts, agreements, actions, causes of action, sums of money, reckonings, bonds, bills, specialties, covenants, promises, variances, trespasses, damages, extents, executions, judgments, findings, controversies and disputes, and any past, present or future duties, responsibilities, or obligations, existing from the beginning of the world through the date hereof, which are now known or unknown relating in any way to her employment with the District, including but not limited to the following:

a) any and all such claims or counterclaims alleging or sounding in discrimination, harassment, retaliation, failure to accommodate, breach of contract, breach of any implied covenant of good faith, whistleblowing, accounting, tort, defamation, libel, slander, injurious falsehood, public policy, intentional or negligent infliction of emotional distress, and all claims for compensatory, punitive, and liquidated damages;

b) any and all claims under any and all federal, state or local laws, including but not limited to claims under the fair employment practice laws or other employment-related laws of the United States, New York and all jurisdictions, states, municipalities and localities, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e *et seq.*; the Civil Rights Act of 1991; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601 *et seq.*; the Civil Rights

Act of 1866, 42 U.S.C. § 1981; the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101 *et seq.*; the Sarbanes Oxley Act of 2002; the National Labor Relations Act, 29 U.S.C. §§ 151, *et seq.*; the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461 (except claims for vested benefits); the New York Labor Law; the New York State Worker Adjustment and Retraining Notification Act; the New York State Human Rights Law; the New York Executive Law; the New York Workers' Compensation Law; and the Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. § 1161, *et seq.*

c) any and all claims under the Constitution of the United States, New York State Constitution, and/or any other statutes, executive orders, laws, rules and/or regulations; and

d) any and all claims for reimbursement of expenses, monetary and/or equitable relief, punitive and compensatory relief, and/or attorneys' fees and/or costs.

This release does not waive Dr. Hunderfund's rights to indemnification and she shall be indemnified in accordance with the Employment Agreement, as amended, for any and all claims based on actions taken while the Superintendent of Schools.

6. The District and the Board shall release Hunderfund, her heirs, successors and assigns, if any, of and from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which the District and/or the District's successors and assigns ever had, now have or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this GENERAL RELEASE, except that the District does not waive any claims based on conduct that gives rise to criminal conduct.

7. Hunderfund shall voluntarily discontinue, with prejudice, any law suit, arbitration or other legal proceedings against the District and the Board and, except as otherwise provided

herein, hereby waives any and all rights afforded to her under the applicable terms of the Employment Agreement. The District will withdraw and discontinue, with prejudice, any law suit, arbitration or other legal proceedings brought against Hunderfund. Ira J. Checkla, Esq., shall withdraw the Freedom of Information Law request sent to the District on or about August 16, 2019.

8. Hunderfund covenants that other than the Article 75 Proceeding and Notice of Claim, she has not filed any action, complaint, proceeding, charge, grievance or arbitration or any other proceeding, administrative or judicial, against the Board. Hunderfund hereby covenants and agrees not to file any action, complaint, proceeding, charge, grievance or arbitration nor commence any other proceeding, administrative or judicial, against the District in any court of law, admiralty or equity or before any administrative agency or arbitrator seeking damages or other remedies on Hunderfund's own behalf, with respect to her relationship with the District, her employment with the District respecting any matters which were or could have been claimed or otherwise arising on or prior to the date of execution of this Agreement, except to the extent that any such claims concerns an allegation that the District has failed to comply with any obligations created by this Agreement or relating to her retiree benefits.

9. Except as required by law, or except pursuant to the direction of the Commissioner of Education or pursuant to an order of a court of competent jurisdiction, the existence and terms of this Agreement, the consideration paid hereunder, the identity of the parties released under this Agreement and the documents and correspondence between the parties and the discussions and negotiations concerning the settlement are deemed confidential, and shall not be disclosed by any party to any individual or entity not a party to this Agreement.

Without limiting the generality of the foregoing, each party to this Agreement shall not initiate, nor respond to, nor in any way participate in, nor contribute to any discussion, public, private or otherwise, not take part in any other form of publicity concerning, nor in any way relating to, the execution and terms of this document and the disputes between the parties that led to any of the differences and/or dispute between them. All employment inquiries to the District shall be answered by providing Hunderfund's dates of employment, title, and retirement date. Nothing herein shall prohibit Hunderfund from disclosing the facts contained in Exhibit A or in any reviews about her performance provided to her by the District.

10. The District, Board and Hunderfund agree not to make or publish any negative or disparaging statements (in verbal, written, electronic, or any other form), or instigate, assist, or participate in the making or publication of any such statement (in verbal, written, electronic, or any other form) about each other or do anything which damages the other in any of their business relationships.

11. The District represents and acknowledges that there are no negative statements about Hunderfund in her personnel records, and agrees not to include any negative statement about Hunderfund in the future.

12. During Hunderfund's administrative leave, she will vacate her office and the parties will agree to a mutually agreeable time for Hunderfund to take her personal belongings on or before the retirement announcement.

13. This Agreement represents the entire understanding between the Parties hereto, and fully supersedes any and all prior agreements or understandings between them, whether written or oral.

14. This Agreement may not be changed, amended, modified, or terminated except by a written instrument signed by each of the Parties.

15. In the event that any provision of this Agreement is held by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining provisions shall not be affected; and, the illegal or invalid provisions shall be reformed to the extent possible to be consistent with the other terms of this Agreement; and, if such provisions cannot be so reformed, they shall not be deemed to be a part of this Agreement.

16. This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of New York.

17. By signing this Agreement, Hunderfund individually acknowledges that:

- a) she has carefully read, and understands, this Agreement;
- b) she has been given at least 21 days to consider her rights and obligations under this Agreement;
- c) she has consulted with her attorneys, Robert Lipman, Esq. and Ira Checkla, Esq. in connection with this Agreement;
- d) she understands that this Agreement is **LEGALLY BINDING** and by signing it he gives up certain rights;
- e) she has voluntarily chosen to enter into this Agreement and has not been forced or pressured in any way to sign it;
- f) the General Release in this Agreement includes a **WAIVER OF ALL RIGHTS AND CLAIMS** Hunderfund may have under the Age Discrimination In Employment Act of 1967 (29 U.S.C. § 621 *et seq.*);

- g) she **KNOWINGLY AND VOLUNTARILY RELEASES** the District and Releasees from any and all claims she may have, known or unknown, in exchange for the payments and benefits she obtained by signing, and that the payments are in addition to any benefit Hunderfund would have otherwise received if she did not sign this Agreement; and
- h) this Agreement does not waive any rights or claims that may arise after this Agreement is signed and becomes effective, which is eight (8) days after Hunderfund signs it.

18. Hunderfund has seven (7) days from the date she signs this Agreement to change her mind (the "Revocation Period"). If she changes her mind, she must send written notice of her decision to Dominique Camacho Moran, Esq., Farrell Fritz, P.C., 400 RXR Plaza, Uniondale, New York 11556 so that Dominique Camacho Moran **RECEIVES** the revocation no later than the eighth (8th) day after Hunderfund originally signed the Agreement.

19. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

20. This Agreement may be delivered by facsimile or electronic transmission. The facsimile or electronic transmission of any signed original document or any retransmission of any signed facsimile or electronic transmission will be deemed the same as delivery of an original.

[DELIBERATELY LEFT BLANK]

21. Attached hereto as Exhibit B is the Board Resolution approving this Agreement
and authorizing the Board president to execute it .

On behalf of the Board of Education of the Locust Valley Central School District

By: 
Jennifer Maselli, President


Date: 10/3/19


Dr. Anna F. Hunderfund

Date: 10/2/19

STATE OF New York)
) ss.:
COUNTY OF Nassau)

On the 2nd day of October, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Dr. Anna F. Hunderfund, to me known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same and that by her signature on the instrument, she executed the instrument.


Notary Public
Robert D. Lipman
Notary Public, State of New York
No. 02L14972967
Qualified in Nassau County
Commission Expires October 9, 2022

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 3rd day of OCTOBER, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Jennifer Maselli, to me known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same and that by her signature on the instrument, she executed the instrument.


Notary Public

SUSAN HAMMERSCHMIDT
Notary Public, State of New York
No. 01HA4879545
Qualified in Nassau County
Commission Expires December 1, 2022

Exhibit A
Announcement

Dr. Anna F. Hunderfund, Superintendent of the Locust Valley School District, has announced her retirement effective June 30, 2020. Dr. Hunderfund began her tenure in Locust Valley in 2008 and has served the District as Superintendent of Schools for the past 12 years. Under her leadership, Locust Valley Central School District schools have been recognized as being among the best on Long Island, in New York State and in the country.

The Locust Valley Board of Education would like to express its sincere gratitude to Dr. Hunderfund for her many years of service to the District. Her hard work and her dedication to the success of all children have helped to make Locust Valley an exemplary district of which we are very proud.

Exhibit B
Board Resolution

BE IT RESOLVED, that the Board of Education, having reviewed a Settlement Agreement and General Release in Executive Session concerning a member of the staff, hereby approves such Settlement Agreement and General Release and directs the President of the Board of Education to execute such Settlement agreement and General Release on behalf of the Board of Education.

Dated: 10/3/19 

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ACKNOWLEDGEMENT

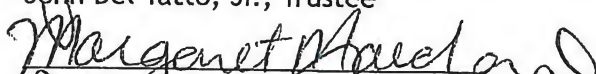
I understand and acknowledge, in accordance with the terms of the Settlement Agreement and General Release ("the Agreement"), between the Board of Education of the Locust Valley Central School District and Dr. Anna F. Hunderfund, the following:


1. *I will not make or publish any negative or disparaging statements (in verbal, written, electronic, or any other form), or instigate, assist, or participate in the making or publication of any such statement (in verbal, written, electronic, or any other form) about Dr. Hunderfund or do anything which damages Dr. Hunderfund in any of her business relationships.*
2. *I will not disclose to any individual or entity not a party to the Agreement the existence and terms of the Agreement, the consideration paid under the Agreement, the identity of the parties released under the Agreement and the documents and correspondence between the parties and the discussions and negotiations concerning the settlement.*
3. *I will not initiate, nor respond to, nor in any way participate in, nor contribute in any discussion, public or private or otherwise, not take part in any other form of publicity concerning, nor in any way relating to, the execution and terms of the Agreement and the disputes between the parties that led to any of the differences and/or dispute between them.*

DATE: October 3, 2019

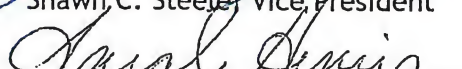

Jennifer Maselli, President



John Del Tatto, Jr., Trustee


Margaret Marchand, Trustee


Joseph A. Zito, M.D., Trustee


Shawn C. Steele, Vice President


Sarah Henris, Trustee


Brian T. Nolan, Trustee